UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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EILEEN DEANGELIS,

Plaintiff(s),

-v-

HUNTINGTON UNION FREE SCHOOL DISTRICT and CARMELA LEONARDI, an individual,

Defendant(s).

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SETTLEMENT AGREEMENT
Docket No.: 15-CV-0792(ADS)(ARL)

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into by and between plaintiff Eileen DeAngelis ("DeAngelis") and defendants Huntington Union Free School District ("District"), and Carmela Leonardi.

WHEREAS, DeAngelis has been employed by the District since 2002; and

WHEREAS, on or about February 18, 2015, plaintiff Eileen DeAngelis, through her attorneys, filed a complaint against defendants Huntington Union Free School District and Carmela Leonardi in the United States District Court for the Eastern District of New York ("the Court") alleging claims under the Fair Labor Standards Act ("FLSA"), New York Labor Law ("NYLL"), Age Discrimination in Employment Act ("ADEA") and New York State Human Rights Law ("NYSHRL"), EDNY Case No. 15-CV-0792(ADS)(ARL) ("the Complaint"); and

WHEREAS, the Complaint alleges defendants failed to pay plaintiff for all hours worked in excess of forty hours per week, in violation of the FLSA and NYLL; and

WHEREAS, the Complaint alleges defendants treated her differently than younger employees, retaliated against her, and subjected her to a hostile work environment, in violation of the ADEA and NYSHRL; and

WHEREAS, defendants deny all claims in the Complaint; and

WHEREAS, defendants dispute the overtime hours Plaintiff claims to have worked; and

WHEREAS, defendants assert plaintiff was duly paid for all overtime hours worked, in conformity with the FLSA and NYLL; and

WHEREAS, defendants assert plaintiff was not treated differently than younger employees; was not retaliated against, and was not subjected to a hostile work environment; and

WHEREAS, the parties have determined it is in their mutual best interests to resolve the present litigation; and

WHEREAS, plaintiff has been represented at all stages of this litigation by her counsel, Leeds Brown Law, PC, One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550; and

WHEREAS, defendants have been represented at all stages of this litigation by their counsel, Guercio & Guercio, LLP, 77 Conklin Street, Farmingdale, New York 11735, (516) 694-3000; and

WHEREAS, the parties agree this Agreement constitutes a reasonable compromise of plaintiff's claims and defendants' defenses; and

WHEREAS, plaintiff acknowledges she has entered into this Agreement freely and voluntarily, without threats or coercion of any kind by anyone; and

WHEREAS, plaintiff acknowledges she understands the meaning and effect of the execution of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged hereby, and in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. The District agrees to pay the sum of $50,000 (fifty thousand dollars) as full and final settlement of this action.

2. The payments reflected in Paragraph 1 are made in full and complete settlement of any and all claims made by plaintiff against defendants including but not limited to any and all claims arising from or concerning the terms and conditions of plaintiff's employment, for actual damage, front pay, back pay, compensatory damages, liquidated damages, physical, mental and emotional injuries and pain and suffering, economic damages, damage to and loss of reputation, punitive damages, interest, attorneys' fees and costs and all claims which were, or could have been, in plaintiff's Complaint and all other related matters.

3. Plaintiff agrees she will be responsible for all taxes and withholdings she is legally responsible to pay as a result of this Agreement.

4. Plaintiff shall provide the District with an irrevocable letter of retirement, effective three months from the date this Agreement is approved by the Court ("effective retirement date"), in the form attached as Exhibit "A". Plaintiff's employment with the District shall cease as of the effective retirement date

5. In consideration of the promises, payments and actions of defendants set out in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, plaintiff, with respect solely and only to conduct that has arisen on, or prior to, the date this Agreement is fully executed, fully and forever releases, relieves, waives, relinquishes, and discharges defendants from all actions, causes of action, suits, debts, dues, liabilities, obligations, costs, expenses, sums of money, controversies, accounts, reckonings, liens, bonds, bills, specialities, covenants, contracts, agreements, promises, damages, judgments, executions, claims and demands, including but not limited to claims arising under the Age Discrimination in Employment Act; the New York State Executive Law; and claims concerning wage and hour matters including overtime, unpaid wages, spread of hours and any and all claims arising under the Fair Labor Standards Act, the New York Labor Law, and the Wage Theft Prevention Act.

6. With specific regard to her waiver and release of claims arising under the ADEA, and in conformity with the Federal Older Workers Benefit Protection Act, Plaintiff acknowledges that she has been advised to consult with an attorney prior to executing this Agreement; that this Agreement causes her to waive and release any and all claims for money damages and/or other relief that she may have otherwise have against the District and individual Board of Education members, officials, employees, agents, and representatives of the District under the ADEA; and that this waiver and release of ADEA rights does not apply to any such claims or rights that may arise after this Agreement is fully executed.

7. Plaintiff acknowledges that the consideration she is receiving by virtue of this Agreement are things of value to her, to which she would not otherwise be entitled. Plaintiff further acknowledges that defendants have given her a reasonable period of time to consider this Agreement, and in particular, the waiver and release contained herein. Plaintiff is aware of the ADEA provisions that provide her with at least twenty-one (21) days to review and consider this Agreement. With full knowledge of this right and the consequences of her waiver of such right, and upon advice of counsel, Plaintiff knowingly and voluntarily waives her right to the twenty-one (21) day period and accepts a shortening of such period, and affirmatively states that she has not been induced or coerced by defendants or anyone else though fraud, misrepresentation, threat or otherwise to waive such time period. Plaintiff has been given seven (7) days following the execution of this Agreement in which to revoke it; and this waiver and release of claims (etc.) arising under the ADEA will not become enforceable against her until that seven (7) day revocation period has expired. Plaintiff must issue any such revocation in writing and it must be sent to and received by the Law Offices of Guercio & Guercio, L.L.P., the attorneys for the District, located at 77 Conklin Street, Farmingdale, New York, 11735. For this revocation to be effective, the written notice must be received by the Law Offices of Guercio & Guercio, L.L.P. no later than the close of business on the seventh day after Plaintiff signs the Agreement. In the event Plaintiff exercises her right to revoke this Agreement during the seven (7) day revocation period, this Agreement shall be rescinded in its entirety. Plaintiff hereby knowingly and voluntarily, with the advice

of counsel, has determined that it is in her best interests to enter into and execute this Agreement at the present time.

8. Plaintiff acknowledges and agrees that she is not presently aware of any legal proceedings, other than the instant Action, pending between plaintiff and/or her representatives and defendants. Plaintiff agrees to dismiss and withdraw this action, with prejudice, by filing all necessary documents with the Court upon the full execution and Court approval of this Agreement. Plaintiff further agrees to refrain from refilling any and all claims that were asserted, or which could have been asserted, in the Complaint.

9. Plaintiff, for and on behalf of herself and her beneficiaries, executors, administrators, successors, assigns, and anyone claiming through or under any of the foregoing, agrees that she will not file or otherwise submit any claim, complaint, arbitration request or action to any court or judicial forum against Defendants arising out of any actions or non-action on the part of Defendants arising before execution of this Agreement. Plaintiff further agrees that in the event that any person or entity brings any such claim, complaint, arbitration request or action on her behalf, Plaintiff hereby waives and forfeits any right or claim to any form of monetary or other damages or any other form of recovery or relieve in connection with any such action. Plaintiff acknowledges she cannot bring a future lawsuit against Defendants arising out of any actions or failures to act arising before Plaintiff's execution of this Agreement.

10. Nothing contained in this Agreement, nor the fact that Plaintiff has been paid remuneration under it, shall be construed, considered, or deemed to be an admission of liability or wrongdoing by Defendants. Defendants expressly deny any liability, wrongdoing, or violation of any legal duty with respect to Plaintiff, including with respect to Plaintiff's employment, including Plaintiff's pay.

11. The parties expressly agree this Agreement shall not constitute a practice or policy on the part of the District, nor shall it constitute an admission of malfeasance, liability, culpability or any wrongdoing on the part of the District. Nor shall this Agreement be construed as an admission on the part of the Plaintiff that she has engaged in any wrongdoing, or that her claims lack merit.

12. The parties agree the terms of this agreement, including all facts, circumstances, statements and documents, shall not be admissible or submitted as evidence in any litigation, in any forum, for any purpose, other than to secure enforcement of the terms and conditions of this Agreement, or as may otherwise by required by law.

13. This Agreement shall at all times be construed and governed by the laws of the State of New York, regardless of conflicts of laws principles.

14. The parties agree that this Agreement reflects the entire agreement between the Parties regarding the subject matter herein and fully supersedes any and all prior agreements and understanding between the Parties hereto. There is no other

agreement except as stated herein. Plaintiff acknowledges that Defendants have made no promises to her other than those contained in this Agreement.

15. This Agreement may only be amended or modified by written instrument signed by the authorized representatives of all parties.

16. This Agreement, and any subsequent amendments to this Agreement, shall not become effective until after it has been approved by the Board of Education of the Huntington Union Free School District, and signed by authorized representatives of all parties.

17. Plaintiff is hereby advised of her right to consult with an attorney before signing this Agreement. Plaintiff hereby acknowledges that she was fully and fairly represented by Leeds Brown Law, PC, in connection with the review, negotiation, and signing of this Agreement.

18. Plaintiff acknowledges that she has carefully read this Agreement, understands it, and is voluntarily entering into it of her own free will, without duress or coercion, after due consideration of its terms and conditions.

19. The Parties agree that this Agreement may be executed in counterparts, and that signatures transmitted electronically shall bear the same weight as original signatures. The parties agree that a photocopy, electronic copy, or facsimile of this document and the signatures herein shall be accepted as the original.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Settlement Agreement and General Release.

Eileen DeAngelis 1/17/17

Eileen DeAngelis date

2/6/2017

Huntington Union Free School District date

BY:

Carmela Leonardi 1/19/17

Carmela Leonardi date